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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LAURA KONDRICK,
Plaintiff,
v.
KAISER PERMANENTE FLEXIBLE
BENEFITS PLAN and METROPOLITAN
LIFE INSURANCE COMPANY,
Defendants.

CASE NO. C06-02781 MMC

**STIPULATION AND ORDER OF
CONFIDENTIALITY**

JUDGE: Hon. Maxine M. Chesney
CTRM: 7, 19th Floor

WHEREAS, Plaintiff Laura Kondrick (“Kondrick”) and Defendants Kaiser Permanente Flexible Benefits Plan (“Plan”) and Metropolitan Life Insurance Company (“MetLife”) (collectively, “the Parties”) in the above-captioned action are presently engaged in discovery;
WHEREAS, Kondrick has sought the production of certain confidential and proprietary

1 internal claim procedures manuals, specifically MetLife's Claims Management Guidelines
 2 ("CMG"), and MetLife has objected to production on those and other grounds;

3 WHEREAS, after engaging in a good faith effort to meet and confer the Parties wish to
 4 resolve this issue informally without the need to engage in motion practice, and have agreed that
 5 MetLife will produce those portions of the CMG relating to the issues asserted in Kondrick's
 6 claim (subject to and without waiving MetLife's objection that such discovery is irrelevant and
 7 not reasonably calculated to lead to discovery of admissible evidence) pursuant a protective
 8 order, and submit the following Stipulation and [Proposed] Order of Confidentiality;

9 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

10 1. All documents or information produced by MetLife in the course of discovery in
 11 this action that (a) are not generally publicly available and (b) are designated by the producing
 12 party as "Confidential" shall be deemed "Confidential Information."

13 2. Designation of any information as "Confidential" shall be made by stamping each
 14 page comprising any such document, copy or excerpt thereof with the legend
 15 "CONFIDENTIAL" or a substantially similar legend at the time of production.

16 3. MetLife may designate internal procedures manuals and other internal documents
 17 produced or information provided in this action for protection under this Stipulation and Order.
 18 If Kondrick disagrees with the designation of any document or information as Confidential by
 19 opposing counsel, the Parties will attempt to resolve the dispute in good faith on an informal
 20 basis and, if they are unable to do so, may ask the Court to resolve the dispute.

21 4. "Qualified Person" as used herein means: (i) members, employees, counsel, or co-
 22 counsel of Steven M. Chabre, Esq., (ii) Laura Kondrick; (iii) any expert consulted by Kondrick
 23 or Kondrick's attorneys in the preparation of this action for trial; and (iv) the Court.

24 5. Confidential Information may only be disclosed to Qualified Persons and then
 25 only to the extent counsel in good faith believes that such disclosure is reasonably necessary to
 26 the prosecution or defense of this litigation.

27 6. Each Qualified Person will maintain Confidential Information in confidence and
 28 will not reveal it to anyone who is not a Qualified Person without the prior written consent of

1 opposing counsel or, in the absence of such consent, an Order of the Court authorizing such
2 disclosure.

3 7. Counsel for the Parties may, in the course of deposing a person¹ who is not a
4 Qualified Person, show the witness Confidential Information and examine the witness
5 concerning such information provided that (a) the witness has read this Stipulation and Order
6 and agreed in writing to be bound by it; and (b) no persons are present during those portions of
7 the examination concerning Confidential Information except the witness, Qualified Persons,
8 MetLife's and Kondrick's counsel, persons present at the request of MetLife or Kondrick or their
9 counsel, and a court reporter.

10 8. The transcript of deposition testimony containing Confidential Information shall
11 be bound separately, marked by the court reporter "Confidential" and treated as Confidential
12 Information subject to the terms of this Stipulation and Order.

13 9. If either party wishes to use Confidential Information during any motion or at trial
14 of this action, the Parties will, in advance, confer in good faith to agree upon a method to protect
15 such Confidential Information, either party may apply to the Court for a mechanism to maintain
16 the confidentiality of discovery material designated as Confidential Information.

17 10. The disclosure of Confidential Information to a Qualified Person without
18 designating it as Confidential shall not constitute a waiver of the producing party's right to
19 designate such information as Confidential at a later time and, if so designated, the information
20 shall thenceforth be treated as Confidential subject to all terms of this Stipulation and Order.

21 11. All documents filed with the Court that are designated Confidential or contain
22 Confidential Information shall be filed under seal and kept under seal until further order of the
23 Court. Where possible, only Confidential portions of filings with the Court shall be filed under
24 seal.

25 12. At the conclusion of this lawsuit (including appeals, if any), all Confidential
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27 ¹ The Parties acknowledge that the Court has not authorized Kondrick to take any
28 depositions, and Kondrick has not noticed any depositions or sought the Court's authorization to
take any depositions. Paragraphs 7 and 8 are intended to cover any contingencies.

1 Information in the possession of any Qualified Person or any other person who has received such
2 information pursuant to this Stipulation and Order, together with all copies, extracts and
3 summaries thereof, shall be returned to the party that produced it or destroyed. If a party decides
4 to destroy Confidential Information rather than returning it, that party must submit, within ten
5 (10) days after all proceedings in this case are concluded, an affidavit stating that all
6 Confidential Information in its possession, custody or control has been destroyed. No
7 Confidential Information may be used in any other judicial or other proceeding or for any other
8 purpose, except (i) where required by legal process or by law for lawful purposes, or (ii) upon
9 consent of the Parties.

10 13. This Stipulation and Order may be modified by a Stipulation so ordered by the
11 Court or, if the Parties are unable to agree, by the Court on the application of a party. This
12 Stipulation and Order shall be binding on all Qualified Persons and all other persons having
13 knowledge of its terms and any violation thereof may be punishable by contempt.

14 DATED: November 22, 2006 THE LAW OFFICES OF STEVEN M. CHABRE

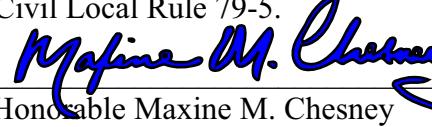
15 By __/s/ _____
16 Steven M. Chabre
17 Attorney for Plaintiff, Laura Kondrick

18 DATED: November 22, 2006 SEDGWICK, DETERT, MORAN & ARNOLD LLP

19 By __/s/ _____
20 Rebecca A. Hull
21 Michael N. Westheimer
22 Attorneys for Defendants, Kaiser Permanente
23 Flexible Benefits Plan and Metropolitan Life
 Insurance Company

24 IT IS SO ORDERED, with the exception that no party may file any document under seal unless
25 that party obtains a sealing order pursuant to Civil Local Rule 79-5.

26 Dated: November 29, 2006



Honorable Maxine M. Chesney
United States District Judge